

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

<b>TYKIESHA WARD and JARVIS STEWART,</b>	)	
	)	
	)	
<b>Plaintiffs,</b>	)	<b>CIVIL ACTION NO.</b>
<b>v.</b>	)	
	)	<b>1:22-cv-03182-MHC</b>
<b>PIVOTAL RETAIL GROUP, LLC,</b>	)	
	)	
<b>Defendant.</b>	)	
_____	)	

**ORDER**

This matter is before the Court on the parties’ Joint Motion For Court Approval Of Wage and Hour Settlement And Release Agreement. For the reasons herein, the Joint Motion is **GRANTED**.

In their Complaint, Plaintiffs allege a claim against the Defendant for unpaid overtime wages pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*, (“FLSA”). The parties have informed the Court that they have reached a settlement of this claim. Pursuant to *Lynn’s Food Stores v. United States*, 679 F.2d 1350, 1352-53 (11th Cir. 1982), however, the Court is required to review the Parties’ settlement agreement.

In conducting this review, a district court must “scrutiniz[e] the settlement for fairness,” and determine whether the settlement is a “fair and reasonable resolution

of a bona fide dispute over FLSA provisions.” *Id.* at 352-53. A settlement entered into in an adversarial context where both sides are represented by counsel throughout the litigation “is more likely to reflect a reasonable compromise of disputed issues.” *Id.* The district court may approve the settlement in order to promote the policy of encouraging settlement of litigation. *Id.* at 1354.

Here, the parties acknowledge there is a bona fide dispute regarding Plaintiffs’ claims. However, the parties represent that they have been able to reach a settlement agreement with respect to these claims, and the Plaintiffs acknowledge that the amounts that are to be paid to them under the settlement agreement fairly compensate them for alleged overtime wages and liquidated damages claimed to be owed to them by the Defendant, as well as for their attorneys’ fees incurred in connection with their claims.

The Court has reviewed the settlement agreement executed by the Parties as filed with the Court and, based on the contents therein, finds that the compromise reached is a fair and reasonable resolution of the dispute. Therefore, it is **ORDERED AND ADJUDGED** that the parties’ Joint Motion to Approve Settlement Agreement and Dismiss Claims is **GRANTED**, that the Court **APPROVES** the settlement agreement between the parties, and **ORDERS** that Plaintiffs’ Complaint and this civil action in its entirety are hereby **DISMISSED WITH PREJUDICE**.

**SO ORDERED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

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Judge Mark H. Cohen  
United States District Court